

**REIMBURSEMENT AGREEMENT BETWEEN  
CONTRA COSTA COUNTY AND THE  
EAST BAY REGIONAL PARK DISTRICT RELATED TO THE  
DISTRICT'S KNIGHTSEN PROPERTY PUMPING ACTIVITIES**

This Reimbursement Agreement (“**Agreement**”) is entered into as of August 6, 2024 (“**Effective Date**”) by and between Contra Costa County, a political subdivision of the State of California (“**County**”), and the East Bay Regional Park District, a special district (“**EBRPD**”). The County and EBRPD are sometimes referred to herein together as the “**Parties**,” and each individually as a “**Party**.”

**RECITALS**

- A. EBRPD owns certain real property in the Knightsen Area commonly identified as Assessor’s Parcel Numbers 020-172-001 (“**North Parcel**”) and 020-171-004 (“**South Parcel**”). The North Parcel and the South Parcel are sometimes referred to herein together as the “**Property**.”
- B. From time to time during heavy rain events, stormwater accumulates on the surface of the Property and other properties in the Knightsen area. Historically, EBRPD, and the prior owner of the Property, have accepted stormwater from adjacent areas onto the Property so that the stormwater could be pumped over a levee and discharged into No Name Slough. In some years, the Knightsen Town Community Services District (“**CSD**”) reimbursed a portion of those pumping costs. Accepting stormwater onto the Property and pumping the stormwater into No Name Slough benefits some properties in Knightsen by preventing an accumulation of stormwater that could impact those properties and the safety of Knightsen residents.
- C. In 2023, the CSD applied to the Contra Costa County Local Agency Formation Commission (“**LAFCO**”) to be dissolved, and LAFCO approved the CSD’s dissolution. As part of the LAFCO dissolution proceedings, LAFCO designated the County as the successor agency responsible for winding up the CSD’s affairs. Following the winding up of the CSD’s affairs, remaining CSD funds (“**CSD Funds**”) were retained by the County.
- D. Under LAFCO law, to the extent practicable, the CSD Funds should be used for the benefit of lands within the Knightsen area. The purpose of this Agreement is to provide for the reimbursement of excessive stormwater pumping costs that EBRPD incurs to pump stormwater that accumulates on the Property into No Name Slough for the benefit of the Property and other properties in the Knightsen area (the “**Pumping Activities**”). For purposes of this Agreement, Pumping Activities do not include draining or pumping stormwater that accumulates as rainfall on the Property, alone; Pumping Activities include draining and pumping any excess stormwater that accumulates on the Property after being diverted or directed onto the Property from one or more other properties in the Knightsen area.
- E. During the winter of 2022-2023, the Knightsen area experienced exceptionally wet weather over a sustained period of time, causing stormwater to accumulate on the Property, and EBRPD responded with resources including Pumping Activities. EBRPD incurred direct costs of approximately \$107,000, and indirect costs and staff time totaling approximately \$63,000, to

perform various activities at the Property, including Pumping Activities in response to the storms. EBRPD also incurred other costs related to a berm failure.

- F. EBRPD's Pumping Activities directly benefit lands and residents within the former CSD, including Pumping Activities in the 2022-2023 winter. The purpose of this Agreement is to set forth terms under which EBRPD may request reimbursement, from CSD Funds, of a portion of EBRPD's costs associated with EBRPD's Pumping Activities.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. **Term; Termination.** The term of this Agreement ("**Term**") commences on the Effective Date. Either Party may terminate this Agreement upon 30 days' advance written notice to the other Party identifying the termination date.
2. **Financial Assistance.**
  - (a) **EBRPD Reimbursement Requests.** Prior to each September 1 during the Term, EBRPD's General Manager, or designee ("**General Manager**"), may make a written request ("**Reimbursement Request**") to County's Public Works Director, or designee ("**Director**"), for financial assistance to help defray EBRPD's costs for Pumping Activities performed during the 12-month period that ends on the April 30 that immediately precedes the September 1 deadline (*e.g.*, for the September 1, 2024 deadline, the period from May 1, 2023, through April 30, 2024); provided, however, that a Reimbursement Request for Pumping Activities during the period from May 1, 2022, through April 30, 2023, may be submitted by September 1, 2024. Each Reimbursement Request will be in an amount determined by the General Manager, provided that EBRPD's annual Reimbursement Request for Pumping Activities during the May 1, 2022, through April 30, 2023 period may not exceed \$86,789.86, and no other annual Reimbursement Request may exceed \$25,000. Each Reimbursement Request must be in the format of an invoice that lists, in sufficient detail, the labor, equipment, contractors, and rentals used for the Pumping Activities. Each Reimbursement Request must include an accompanying description of the Pumping Activities that establishes, to the satisfaction of the Director, that the activities are connected with pumping excess stormwater that accumulates on the Property after being allowed onto the Property from other properties in the Knightsen area.
  - (b) **Director's Consideration of Requests.** Within 30 days following receipt of a timely submitted Reimbursement Request, the Director will notify the General Manager in writing of either the approval, in whole or in part, or the denial of the request, which shall be within the Director's sole discretion to provide. If the Director approves a Reimbursement Request, in whole or in part, the County will issue payment to EBRPD from CSD Funds within 60 days following the approval of the Reimbursement Request. EBRPD shall use those funds only for the purposes stated on the Reimbursement Request.

(c) Funding Limitations. CSD Funds will be used to pay Reimbursement Requests made and approved under this Agreement. Nothing in this Agreement requires, nor shall it be construed to require, the County to use other County funds to pay any amounts requested in a Reimbursement Request.

3. **Other Funding Sources.** EBRPD will endeavor to seek other funding sources to pay for Pumping Activities. These other funding sources may include but may not be limited to grant or disaster relief funds made available by federal and state agencies. If County staff become aware of any such funding opportunities, staff will endeavor to provide that information to EBRPD. EBRPD will not request funding under this Agreement for that portion of any Pumping Activities funded from other sources.
4. **Audit.** During the term of this Agreement and for four years following its termination, EBRPD shall maintain and make available to the County for inspection and copying all records related to EBRPD's use of CSD Funds under this Agreement. Upon request by the County, EBRPD will make all such records available to the County's officers, employees, agents, representatives, and auditors, either electronically or at EBRPD's principal office designated in Section 6, during EBRPD's regular business hours.
5. **Indemnification.** EBRPD shall indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives ("**Indemnitees**") from any and all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damages (including but not limited to damages and liability in inverse condemnation), penalties, expenses, and costs of any kind, whether actual, alleged, or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, expert witness fees, and attorney's fee awards (collectively, "**Liabilities**") to the extent that the Liabilities arise from or are connected with any Pumping Activities, or to the extent that the Liabilities arise from EBRPD's use of CSD Funds for purposes other than the Pumping Activities. This Section 5 shall survive the termination of this Agreement.
6. **Notices.** All notices shall be in writing and shall be served in any of the following manners: (a) by personal delivery during usual business hours at the principal office of the receiving Party; or (b) by deposit in the United States mail, with First Class postage prepaid, and addressed to the receiving Party at its principal office; or (c) by deposit with an overnight carrier for next business day delivery to the receiving Party at its principal office, with all delivery charges prepaid. The Parties' principal offices for purposes of this Agreement are as follows:

County:

Contra Costa County Public Works Department  
Attn: Tim Jensen, Flood Control Division  
255 Glacier Drive  
Martinez, CA 94553  
Email: [tim.jensen@pw.cccounty.us](mailto:tim.jensen@pw.cccounty.us)

EBRPD:

Brian Holt

Chief of Planning, Trails and GIS

East Bay Regional Park District

2950 Peralta Oaks Court, Oakland, CA 94605

Phone: (510) 544-2623

Email: [BHolt@ebparks.org](mailto:BHolt@ebparks.org)

Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery, or on the third day following the postmark date if deposited in the United States Mail, or on the next business day following the date the notice is deposited with an overnight carrier for next business day delivery. A Party may change its principal office address by delivering written notice to the other Party in the manner required by this Section at least five days before the change in address becomes effective. The Parties will endeavor to send a courtesy copy of any notice by email, but the Parties agree that an emailed courtesy copy of a notice does not substitute for service of the notice in accordance with this Section.

7. **Governing Law.** This Agreement shall be construed in accordance with and governed by laws of the State of California.
8. **Entire Agreement; Amendment.** This Agreement represents the entire and integrated agreement between the Parties as to the subject matter referenced herein. This Agreement may be amended in a writing executed by the Parties following approval by the Parties' governing bodies.
9. **Severability.** No provision of this Agreement shall be interpreted to require any unlawful action by any Party. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that term or portion of this Agreement shall be construed so as to render it enforceable to the extent feasible.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and, when taken together with all other signed counterpart, shall constitute one and the same instrument.
11. **Compliance with Laws.** In the performance of this Agreement, the Parties shall observe and comply with all applicable federal, state, and local laws and regulations, including but not limited to those relating to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including those relating to nondiscrimination.
12. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or third parties. No person or entity other than the Parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

[Remainder of page left blank. Signatures on next page.]

**EAST BAY REGIONAL PARK DISTRICT**

**CONTRA COSTA COUNTY**

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Public Works Director/Designee

Approved as to form:

Approved as to form:  
Thomas L. Geiger, County Counsel

By: \_\_\_\_\_  
District Counsel

By: \_\_\_\_\_  
Assistant County Counsel

SMS:TJ

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